

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">12</div>		PAGE OF PAGES <div style="text-align: center;">1 4</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">64</div>		3. EFFECTIVE DATE <div style="text-align: center;">December 20, 2005</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">N/A</div>		5. PROJECT NO. (If applicable)	
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE <div style="text-align: center;">PS31-J/MED</div>		7. ADMINISTERED BY (If other than Item 6) Jeffrey S. Jackson (256) 544-8935 Phone (256) 544-3223 Fax		CODE <div style="text-align: center;">PS31-J</div>	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Science Applications International Corporation (SAIC) Company 6, Technology Services Company 10260 Campus Point Drive San Diego, CA 92121 c/o 6725 Odyssey Drive, Huntsville, AL 35806				(✓)		9A. AMENDMENT OF SOLICITATION NO.	
				X		9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. <div style="text-align: center;">NNM04AA02C</div>	
						10B. DATED (SEE ITEM 13) <div style="text-align: center;">1/1/04</div>	
CODE CAGE- 0T5L1		FACILITY CODE SAP- 103429					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a), the "Changes" clause, and Mutual Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated Estimated Cost	Shared Savings Fee	Award Fee Earned	Potential Award Fee	Contract Value	Total Sum Allotted
Prev. Base Total	\$496,114,878	\$0	\$12,457,954	\$16,433,620	\$525,006,452	\$381,061,822
This Modification	\$473,094	\$0	\$0	\$28,386	\$501,480	\$0
Rev. Base Total	\$496,587,972	\$0	\$12,457,954	\$16,462,006	\$525,507,932	\$381,061,822

SEE PAGE 2 FOR DESCRIPTION OF AMENDMENT/MODIFICATION

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) Julia A. Whitt, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) G. Earl Pendley, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
<u>/s/ Julia A. Whitt</u> <small>(Signature of person authorized to sign)</small>	December 15, 2005	BY <u>/s/ G. Earl Pendley</u> <small>(Signature of Contracting Officer)</small>	December 20, 2005

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT (continued)

The purpose of this modification is to definitize the Contractor's proposal SAIC-P-016 entitled "Unified NASA Information Technology Services (UNITeS) Marshall Space Flight Center (MSFC) Business Information Systems Support" and dated December 2, 2005. This proposal was submitted in response to NASA/MSFC letter request for proposal PS31J/AA02C-05-176 dated November 17, 2005. Accordingly, NNM04AA02C is modified as follows:

- A. Under Section B, Clause B.2, Estimated Cost and Award Fee, the total of Estimated Cost is increased by \$1,457,260. This increase consists of: \$473,094 (from \$496,114,878 to \$496,587,972) for the base period reflected in paragraph (a) and as CLIN 001 in paragraph (b); \$484,184 (from \$175,970,426 to \$176,454,610) as CLIN 003 (Option Year 1) in paragraph (b); and \$499,981 (from \$175,686,506 to \$176,186,487) as CLIN 005 (Option Year 2) in paragraph (b). The total of Potential Award Fee is increased by \$87,436. This increase consists of: \$28,386 (from \$16,433,620 to \$16,462,006) for the base period reflected in paragraph (a) and as a portion of CLIN 001 in paragraph (b); \$29,052 (from \$10,562,944 to \$10,591,996) as CLIN 003 (Option Year 1) in paragraph (b); and \$29,999 (from \$10,545,909 to \$10,575,908) as CLIN 005 (Option Year 2) in paragraph (b). These amounts are further allocated by contract year for the base period (immediate contract action) as follows:

Paragraph (a)

	Estimated Cost	Potential Award Fee
1/1/06 - 6/30/06	\$236,547	\$14,193
	(From \$91,570,084	\$5,496,566)
	(To \$91,806,631	\$5,510,759)
7/1/06 - 12/31/06	\$236,547	\$14,193
	(From \$91,361,438	\$5,484,045)
	(To \$91,597,985	\$5,498,238)
TOTAL	\$473,094	\$28,386 = \$501,480

- B. As reflected on the Standard Form 30, Modification of Contract, the total contract value is increased by \$501,480 (from \$525,006,452 to \$525,507,932) in recognition of the actions taken in (A) above.
- C. Clause B.3, Award Fee for Service Contracts, paragraph (i), is revised to reflect the new Potential Award Fee pools available for the periods 1/1/06 to 6/30/06, and 7/1/06 to 12/31/06. See "A" above for Potential Award Fee "From" "To" details.
- D. Attachment J-1, Performance Work Statement, Page J-1-62, Sections 5.1.4.1, Applications Solutions Development and 5.1.4.2, Systems Support & Sustaining Engineering, are revised to incorporate the effort definitized by this contract action.
- E. Attachment J-7, Small Business Subcontracting Plan, is amended to include the subcontracting plan supplement required by definitization of the proposal referenced in A. above, for the "Unified NASA Information Technology Services (UNITEs) Marshall Space Flight Center (MSFC) Business Information Systems Support." This plan will not be numbered but will be incorporated as a supplement to Attachment J-7. In addition to reflecting goals for the immediate contract action, this subcontracting plan supplement reflects the total contract value, including all previous modifications, if any, that had a value less than the threshold for requiring submission of a subcontracting plan supplement. Future subcontracting plan supplements will also be incorporated as part of this attachment.
- F. The modification(s) made above are reflected in total on the change page(s) enclosed herewith. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, NNM04AA02C. Either bolded text or a vertical change bar included in the right margin indicates the specific area(s) of change.

Page(s) Deleted

B-2
B-3
B-5
J-1-62

Page(s) Added

B-2
B-3
B-5
J-1-62
J-7 Supplement 11 (1-6)

- G. In recognition of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's "proposal(s) for adjustment" listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment(s) attributable to such facts or circumstances giving rise the "proposal(s) for adjustment."

Contract
Change Identification

NASA/MSFC letter request
For Proposal
PS31-J/AA02C-05-176
dated November 17, 2005

Contractor
Proposal Number

SAIC proposal SAIC-P-016
dated December 2, 2005, and
submitted via SAIC letter
SAIC-05-339 dated
December 2, 2005

- H. All other terms and conditions of NNM04AA02C remain unchanged.

B.2 ESTIMATED COST AND AWARD FEE

(a) The estimated cost and contract fees are as follows:

Contract Year	Period Covered	Estimated Cost	Shared Savings Fee	Earned Award Fee	Potential Award Fee
Base Year 1	1/1/04-6/30/04	\$ 47,472,018		\$2,696,331	\$0
Base Year 1	7/1/04 - 12/31/04	\$ 86,792,101		\$4,851,221	\$0
Base Year 2	1/1/05-6/30/05	\$ 87,948,919		\$4,910,402	\$0
Base Year 2	7/1/05 - 12/31/05	\$ 90,970,318			\$ 5,453,009 AF* (\$4,144,287 SF**) (\$1,308,722 OF***)
Base Year 3	1/1/06-6/30/06	\$ 91,806,631			\$ 5,510,759 AF (\$4,188,177 SF) (\$1,322,582 OF)
Base Year 3	7/1/06 - 12/31/06	\$ 91,597,985			\$ 5,498,238 AF (\$4,178,661 SF) (\$1,319,577 OF)
Option Year 1	1/1/07-6/30/07				
Option Year 1	7/1/07 - 12/31/07				
Option Year 2	1/1/08-6/30/08				
Option Year 2	7/1/08 - 12/31/08				
	TOTAL	\$496,587,972		\$12,457,954	\$16,462,006

* AF denotes Award Fee

** SF denotes Subjective Fee

***OF denotes Objective Fee

(b) The estimated cost and award fees applicable to the base period and each option period are as follows:

CLIN	Qty.	Unit	Estimated Cost	Award Fee
BASIC PERIOD (January 1, 2004 thru December 31, 2006)				
001	1	Job	\$496,587,972	\$28,919,960
			<u>Estimated Amount</u>	<u>Maximum Amount</u>
002	1	ID/R	\$0	\$1,500,000

CLIN	Qty.	Unit	Estimated Cost	Award Fee
<u>OPTION PERIOD 1 (January 1, 2007 thru December 31, 2007)</u>				

003	1	Job	\$176,454,610	\$10,591,996 AF (\$8,049,917 SF) (\$2,542,079 OF)
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			<u>Estimated Amount</u>	<u>Maximum Amount</u>
004	1	ID/R	\$0	\$500,000

CLIN	Qty.	Unit	Estimated Cost	Award Fee
<u>OPTION PERIOD 2 (January 1, 2008 thru December 31, 2008)</u>				

005	1	Job	\$176,186,487	\$10,575,908 AF (\$8,037,690 SF) (\$2,538,218 OF)
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			<u>Estimated Amount</u>	<u>Maximum Amount</u>
006	1	ID/R	\$0	\$500,000

(End of clause)

B.3 AWARD FEE FOR SERVICE CONTRACTS

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in **Clause B.2, "ESTIMATED COST AND AWARD FEE"** in this contract.

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with **ATTACHMENT J-5, UNITEs CPAF EVALUATION PLAN**. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis. Performance evaluation for PWS sections 3.0 and 5.0 will be evaluated against the standards delineated in **ATTACHMENT J-4, PERFORMANCE MEASUREMENT STANDARDS**. Any changes to this ATTACHMENT will be made by bilateral contract modification.

(c) The Government will advise the Contractor in writing of the evaluation results. The NASA/MSFC Financial Management Office, RS23 will make payment based on issuance of a unilateral modification by the Contracting Officer.

(d) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth

(i) The amount of award fee which has been awarded pursuant to this clause, the potential award fee available for the period, and the period to which said fee applies is set forth below:

Contract Year	Period Covered	Earned Award Fee	Potential Award Fee
Base Year 1	1/1/04- 3/30/04	\$270,275	\$275,791 (1/1/04 to 3/30/04)
	3/31/04- 6/30/04	\$2,426,056	\$ 2,572,649 AF * (3/30/04 to 6/30/04) (\$1,955,213 SF)** (\$617,436 OF)***
Base Year 1	7/1/04 - 12/31/04	\$4,851,221	\$ 5,207,408 AF (\$3,957,630 SF) (\$1,249,778 OF)
Base Year 2	1/1/05-6/30/05	\$4,910,402	\$ 5,270,936 AF (\$4,005,911 SF) (\$1,265,025 OF)
Base Year 2	7/1/05 - 12/31/05		\$ 5,453,009 AF* (\$4,144,287 SF**) (\$1,308,722 OF***)
Base Year 3	1/1/06-6/30/06		\$ 5,510,759 AF (\$4,188,177 SF) (\$1,322,582 OF)
Base Year 3	7/1/06 - 12/31/06		\$ 5,498,238 AF (\$4,178,661 SF) (\$1,319,577 OF)
Option Year 1	1/1/07-6/30/07		
Option Year 1	7/1/07 - 12/31/07		
Option Year 2	1/1/08-6/30/08		
Option Year 2	7/1/08 - 12/31/08		

* AF denotes Award Fee

** SF denotes Subjective Fee

***OF denotes Objective Fee

(End of Clause)

B.4 ALLOWABLE ITEMS OF COST (MSFC 52.242-90) (FEB 2001)

(a) In accordance with advance agreement between the Government and the Contractor for this contract, allowable costs for the items listed below are subject to the ceilings shown:

Ceilings on General And Administrative Costs-

<u>Period</u>	<u>Rate</u>
1/1/04 - 12/31/04	(b)(4)
1/1/05 - 12/31/05	
1/1/06 - 12/31/06	
1/1/07 - 12/31/07	
1/1/08 - 12/31/08	

executives, equal employment opportunity outreach, export control and safety information.

5.1.4 Business Information Systems Solutions

The contractor shall provide MSFC customers with process and integration improvements and automated solutions. The contractor shall provide integrated solutions suitable for MSFC projects, programs, directorates, and institutional business customers. The Business Information Integration solutions shall include, but not be limited to, the following: 1) Accounting Resources System (ARS); 2) Workforce Information Management System (WIMS); 3) Rosetta comprehensive crosswalk system; and 4) the Marshall Resources Planning Tool (MRPT). The contractor shall extract data from multiple data sources, including IEM modules, for integrated solution support with automated reports.

5.1.4.1 Application Solutions Development

The contractor shall provide integrated solutions suitable for all MSFC projects, programs, directorates, and MSFC institutional business customers. The solutions developed shall include, but are not limited to the following: 1) elevation of the Accounting Resources System (ARS) application to the level that will support Center requirements with new and enhanced reporting and graphics capabilities; 2) evaluation and development of the Rosetta concept for the deployment of financial WBS, and the program technical WBS database for the MSFC Business offices applications; 3) provision of an overall guideline management and tracing capability; and **4) evaluation and development of an automated utilization-based allocation and rate generation system for CFO supported business customers.** The contractor shall also provide administrative application support for CaER. The contractor shall report monthly the project status and import data from IEMP Business Warehouse applications such as RPS and ARS (974MA-012).

5.1.4.2 Systems Support & Sustaining Engineering

The contractor shall provide the overall management effort required for budget integration and the study of logical relationships among RPS, WIMS, MRPT, and IEM modules and others. The contractor shall also provide application mentoring and sustaining support for this effort. The contractor shall provide MSFC Center resource data to other systems such as the Earned Value Management System. The contractor shall provide reports relating to the importing of actuals from IEMP BW into applications such as RPS and ARS (974MA-006). The contractor shall develop an automated monthly Resource status smartbook and presentation structure. The contractor shall provide hands-on training, with resource material, for business information application users. **The contractor shall provide integration services supporting project activities including retrieval, analysis, and communication of project information, supporting project workshops and conferences, and supporting project reviews and reports.** Finally, the contractor shall provide overall change management for business solutions. The contractor shall report monthly the project status and import data from IEMP Business Warehouse applications such as RPS and ARS (974MA-012).